

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

For:
Miscellaneous Plumbing Services
For
RSA Properties in Mobile

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: 09-001

Mandatory Pre-bid Conference:

DATE: N/A

TIME:

Bids Must be Received Before:

DATE: October 28, 2008 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: October 29, 2008 TIME: 10:30 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1) DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.

2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).

3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)

5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____

6) E-MAIL ADDRESS: _____ INTERNET WEBSITE: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104-0001

SIGNATURE AND NOTARIZATION REQUIRED

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed
before me this**

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

____ DAY OF _____, 20__

MAILING ADDRESS

TYPE / PRINT AUTHORIZED NAME

NOTARY PUBLIC

CITY, STATE, ZIP

TITLE

TERM EXPIRATION

PHONE INCLUDING AREA CODE

FAX NUMBER

BID RESPONSE INSTRUCTIONS

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing should be submitted on a pricing sheet(s) in a format consistent with the requested information.
- Any errors or corrections to a bid response must be initialed.
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

RETIREMENT SYSTEMS OF ALABAMA
MISCELLANEOUS PLUMBING SERVICES FOR
RSA PROPERTIES IN MOBILE
ITB 09-001

PURPOSE OF BID

The purpose of this invitation to bid is to establish an annual agreement with a qualified vendor to provide miscellaneous plumbing services for Retirement Systems of Alabama facilities in Mobile. Subject facilities include **the RSA Battle House Tower and Hotel, and the RSA Battle House Tower Parking Deck and Central Energy Plant**. All work performed will be done on an “as needed” basis by request from authorized Retirement Systems of Alabama personnel. The quantity of work to be performed is unknown, and the Retirement Systems of Alabama does not guarantee that any work will be requested under the Agreement.

BASIS OF AWARD

The bid shall be awarded to the lowest responsible bidder when combining the one-man hourly rate and the one-man overtime hourly rate and the percentage mark-up on parts. Bidder's reputation, qualifications and experience will be considered in the evaluation. RSA reserves the right to reject any or all bids.

RESPONSIVE BIDDER

The successful bidder will be required to execute the attached **Agreement for Miscellaneous Plumbing Services at RSA Properties in Mobile** without modification. In order to be considered responsive, bidders must follow bid response instructions and meet all bid specifications, terms and conditions. The following documents **must be returned with your bid package**:

- Completed Immigration Status Statement (copy attached).
- Completed Vendor Disclosure Statement (copy attached).
- Completed Sales Tax Certification Statement (copy attached).

BID OPENING

Bids will be publicly opened **October 29, 2008 at 10:30** in the 7th floor conference room, 201 South Union Street, Montgomery.

BID PRICING

Bidders must include in their bid response any and all costs associated with providing the specified services. No additional charges beyond those specifically delineated herein shall be allowed. Pricing shall be fixed for the term of the agreement.

INSURANCE CERTIFICATE

The awarded bidder must submit to the Retirement Systems of Alabama a Certificate of Insurance for the type and with coverage amounts as specified in the Agreement within ten (10) calendar days from the notice of award.

REQUESTS FOR CLARIFICATION OF BID SPECIFICATIONS

Any questions and/or requests for clarification of bid specifications, terms and conditions shall be directed to Edward Davis, Director of Office Services, at 334-517-7130. The Retirement Systems of Alabama is not responsible for any information a bidder relies upon not obtained in writing through addenda to the invitation to bid package provided to bidders.

PERMIT & BUSINESS LICENSE

Bidders must have a current, valid State of Alabama Business License and shall obtain any and all required licenses and/or permits required by Federal, State and local law pertaining to the performance of the services. Any and all costs for such licenses and/or permits shall be at the awarded bidder's expense.

SCOPE OF WORK

The awarded bidder will be required to respond to requests for repairs to and/or replacement of existing plumbing fixtures, piping, connections, terminations, valves, controls, etc. the awarded bidder will also be required to respond to requests to upgrade, modify, or add to the existing plumbing plant. All charges for work performed shall be in accordance with the pricing contained on the Pricing Sheet of this Invitation to Bid. The Retirement Systems of Alabama reserves the right to purchase materials from sources other than the awarded bidder if such sources can provide the materials at a substantial savings. Awarded bidder will, if requested, install such materials purchased by the Retirement Systems of Alabama from another source or sources.

The awarded bidder will be required to submit written quotes for work to be performed directly for tenants of the various Retirement Systems of Alabama facilities. Such work shall be billed directly to the building tenant. The awarded bidder must provide RSA with emergency after-hours contact telephone numbers. **The awarded bidder must respond to emergency service calls within one hour and non-emergency service calls within twenty-four hours.** The awarded bidder will be required to coordinate all work with the building manager to insure that "as built" drawings are posted with any changes made by the awarded bidder.

PRICING SHEET
ITB 09-001

Service Call Charges:

Service call during normal work hours (M-F, 7 AM – 4 PM)

Regular hourly labor rate

One man @ \$_____/hour
One hour minimum

Two men @ \$_____/hour
One hour minimum

Service call **after normal work hours & weekends**

Overtime hourly labor rate

One man @ \$_____/hour
One hour minimum

Two men @ \$_____/hour
One hour minimum

Percentage mark-up on parts:

\$0.01 - \$25.00

wholesale + _____%

\$25.01 – 75.00

wholesale + _____%

\$75.01 - \$250.00

wholesale + _____%

\$250.00 and above

wholesale + _____%

RETIREMENT SYSTEMS OF ALABAMA

AGREEMENT FOR MISCELLANEOUS PLUMBING SERVICES FOR RSA PROPERTIES IN MOBILE

This Agreement is made and entered into this _____ day of _____, 2008, between _____ (hereafter referred to as the "Contractor") and the Teachers' Retirement Systems of Alabama and the Employees' Retirement Systems of Alabama (hereafter referred to collectively as the "Retirement Systems of Alabama" or "RSA") for miscellaneous plumbing services at RSA properties in Mobile.

The initial term of this Agreement shall be from **November 1, 2008 to October 31, 2009**. Four additional 12-month agreement periods may be entered into with the same specifications, pricing, terms and conditions, if proposed in writing by the Retirement Systems of Alabama and accepted in writing by the Contractor.

PRICING

Contractor agrees to perform the services at the rates specified on the Price Sheet hereto attached, and in accordance with specifications, terms and conditions set forth in **ITB 09-001**.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama **Invitation to Bid #09-001**, including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood that the Contractor is an independent Contractor and neither it nor its employees or agents shall be considered employees of the State of Alabama entitled to benefits of the State Merit System under this contract.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of Alabama shall have no right to control any of the actions of the

employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal Government.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect, or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of the Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

The parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing. Upon receipt of such written notice, the recipient shall have the option to terminate the Agreement in accordance with the guidelines set forth below in "TERMINATION", or to continue the Agreement once the impediments to performance have been removed.

EXISTING UTILITIES AND STRUCTURES

Contractor shall establish and maintain procedures and controls adequate to protect the State of Alabama's and Retirement Systems of Alabama's property, structures, fixtures and appurtenances.

NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable work or work performed not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

OTHER CONTRACTS

Retirement Systems of Alabama shall have the right to award other contracts for additional materials and/or services, and Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other contracts. Contractor shall have no claim against Retirement Systems of Alabama for additional payment due to delays or other conditions created by the operation of other contractors. RSA will decide the respective right of the various contractors in order to secure the completion of any projects.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

SUCCESSORS AND ASSIGNS

Contractor shall not assign the Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within this Invitation to Bid. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of Retirement Systems of Alabama. If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such

subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms and conditions of this Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the awarded bidder to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Awarded bidder shall absorb all charges by subcontractor for any and all services provided to Retirement Systems of Alabama under the term and conditions of this Invitation to Bid.

PERMITS, LICENSES AND FEES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the lawful performance of the services required. All costs therefore shall be deemed to be included in the prices quoted by the Contractor and listed in Schedule "A" of this Agreement.

INSURANCE

The Contractor shall secure, pay for, and at all time during the performance of this Agreement, maintain, through companies or agencies acceptable to Retirement Systems of Alabama, such public, contingent and employer's liability insurance, containing provisions satisfactory to Retirement Systems of Alabama as will protect the Contractor and Retirement Systems of Alabama from claims under worker's compensation and other employee benefit acts, and from any and all claims for property damage or loss thereof, which may arise in or result from the performance of the Services under this Agreement or by the failure or omission of the Contractor to comply with any of the provisions of this Agreement. Such insurance shall name Retirement Systems of Alabama as additional insured and shall include comprehensive general liability and property damage including automobile, products-completed operations and blanket broad form contractual, with coverage adequate in amounts to be determined by the Contractor to be reasonably necessary to afford protection from such claims but with minimum limits as to both bodily injury and property damage of not less than **\$2,000,000.00** each, which coverage shall be written on an occurrence basis. No provision or provisions of this Agreement shall limit or restrict any liabilities assumed by the Contractor and stated in this Agreement. The Contractor shall, prior to commencing any services, submit to Retirement Systems of Alabama, a Certificate(s) of Insurance indicating such insurance to be in force and effect. No insurance required by this Agreement shall be cancelled without 30-days prior written notice to Retirement Systems of Alabama.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof. Such obligation shall not be construed to negate,

abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this text. The Contractor shall save harmless Retirement Systems of Alabama, its administrators, officers, employees and agents, from and indemnify it and them against all claims, liens, and suits for labor and material furnished by the Contractor. The Contractor shall defend on behalf of Retirement Systems of Alabama, its administrators, officers, employees and agents, any suits jointly against the Contractor and Retirement Systems of Alabama, against Retirement Systems of Alabama alone, or against any administrator, officer, employee or agent of Retirement Systems of Alabama, for or arising out of any or all of the aforesaid causes. All claims against The State of Alabama or Retirement Systems of Alabama, or any of its officers, employees or agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any damages, or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

TERMINATION

Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the Contractor by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination. Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute the Services promptly and to the satisfaction of Retirement Systems of Alabama, or fails to perform any obligation imposed by any provision of this Agreement. The Contractor at its sole option and discretion shall have the right to terminate this Agreement at any time by giving written notice to Retirement Systems of Alabama at least sixty (60) calendar days prior to the effective date of termination.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

PARKING

Retirement Systems of Alabama shall provide no parking space for the employees of the Contractor while employees are performing the services.

CONTRACTOR'S ACCESS

Access routes, entrance doors or gates, parking and storage areas, etc., and any imposed time limitations, shall be designated by the RSA Building Manager. Contractor shall conduct its operations in strict observance of the access routes and other areas established as described above. Contractor's employees shall not use the public elevators in the RSA facilities while performing the services. Contractor's employees shall only use the service elevator(s) in the performance of the services. Contractor will be responsible for any damage or dirtying of public elevators if utilized by Contractor's employees in violation of this restriction.

BILLING

All billing must be in arrears. Invoices must be submitted to:

ATTN: Heather Smith
RSA Real Estate
P O Box 302150
Montgomery, AL 36130-2150

**AGREEMENT FOR MISCELLANEOUS PLUMBING SERVICES FOR
RSA PROPERTIES IN MOBILE**

FOR RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
William F. Kelley, Jr.

TITLE: Chief Legal Counsel

FOR CONTRACTOR

COMPANY: _____

BY: _____

TITLE: _____

DATE: _____

Retirement Systems of Alabama

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Printed Name

Witness

Retirement Systems of Alabama

VENDOR CERTIFICATION

(Required by Act 2006-557)

Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

I hereby attest that _____ is appropriately registered to collect
(company name)
and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not
barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge
that the RSA may declare any contract awarded from this ITB void if this certification is false.

Authorized Signature

Witness

State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department

Type of Goods/Services

Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department

Date Grant Awarded

Amount of Grant

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee

Address

State Department/Agency

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.